

Afterwards, to wit, on the 14th of February, 1846, the same parties filed a second bill in the same court against the same defendants, and Joseph Dilley; in which the same allegations in substance are reiterated, and others made, impeaching the *bona fides*, of the assignment to Joseph Dilley, which they alleged to be then actually made, and praying that the Insurance Company may be restrained by injunction, from paying to either of the defendants, the money due upon the policy; that Joseph Dilley might be required to account for all property and debts assigned to him by Edwards and Dilley, and for the appointment of a receiver, to take possession of the property and securities so assigned, for rateable distribution among their creditors, without any priority, or preference to any one.

Upon this bill, an injunction was also granted; and the proceedings being likewise transferred to this court, the injunction after answers filed, was dissolved by an order of the Chancellor, passed on the 11th of November, 1846. An appeal was prosecuted from this order, and at the June term of the Court of Appeals, 1847, it was affirmed.

Afterwards, in December, 1847, the complainants filed their supplemental bill in this court, in which they alleged, that they had obtained judgments upon their claims against Edwards and Dilley. Against Edwards, (Dilley having defended himself upon the plea of minority,) and that, upon the return of *non est* on executions in Alleghany county, they had caused executions to be issued to Kent county, to which the defendant had removed, whereupon he returned to Alleghany county, and there applied for and obtained the benefit of the insolvent laws, and by fraudulent collusion with Joseph Dilley, the latter was appointed his trustee. And this supplemental bill besides impeaching the proceedings of Edwards, in obtaining the benefit of the insolvent laws, and charging a fraudulent combination between him and Joseph Dilley, in having the latter appointed his trustee, likewise charges, "that the transfer by Edwards to the said Joseph Dilly, of the policy of insurance, and any and all transfers made by said Edwards to said Dilley, were made by said Edwards with a view and under an expect-